
OT SEARCH INSTITUTIONAL SUBSCRIBER PACKET

This packet contains all the information you need to become an Institutional subscriber to OT Search.

THIS PACKET CONTAINS:

Subscription Information

Registration Form

Site License Agreement

Access Assistance/FAQ

SUBSCRIPTION INFORMATION

In order to process your subscription request quickly, please follow the instructions below.

Institutional subscriptions to OT Search are for one full year.

If you have multiple sites, each site must pay for a separate subscription. The definition of a site (from the site license agreement included in this packet):

"Site" shall mean the geographical site (or sites) nominated in the registration materials by the Institution from which Authorized Users can access OT Search onsite from a computer or terminal on the Institution's Secure Network located at the Site and via which Member Users can additionally access OT Search offsite using a modem link to a valid IP address on the Institutions Secure Network located at the Site. If the Institution occupies more than one geographical site (for example, if the Institution is a multi-campus University) the Institution must purchase an additional site license for each geographical location from which it wishes to provide access to OT Search.

Fill in all contact information as completely as possible. If bills should be sent to a location other than the contact (Some institutes prefer that all bills be sent to the Accounts Payable department, for instance), please provide billing address information as well. Our primary point of contact is via e-mail. A contact name and e-mail address must be provided or your subscription will not be processed.

You may use IP address authentication, logon name and password authentication or a combination of these to gain access to OT Search. Specify the type of security you wish to use (See the attached "OT Search Access Assistance/FAQ" form included in this packet for more details).

You must return the signature page from the site license agreement. Subscriptions will not be processed unless we have a signed site license agreement on file for your institute.

If paying via Purchase Order, your subscription will be activated and a bill sent to the address you specify. ***If payment is not received within 45 days of the billing date, the subscription will be automatically suspended until payment is received.***

Once a subscription is active, **you will receive a subscription renewal notice each year approximately three months prior to your subscription expiration date.**

Mail the completed subscription application form and the signed site license agreement page along with a check made payable to “The American Occupational Therapy Association, Inc.” or an original purchase order (Copies will not be accepted).

Mail all correspondence to:

**The American Occupational Therapy Association, Inc.
OT Search Subscription Service
4720 Montgomery Ln Ste 200
Bethesda, Maryland 20814-3449**

Pricing – all prices for 1 year	
Institution (Single physical office, location, campus)	\$1875

OT SEARCH SUBSCRIPTION REGISTRATION FORM

Page 1 of 2

Fill out all information completely. Failure to provide complete information can delay the activation of your subscription.

Primary Contact Information					
Institution Name					
Primary Contact Name					
Department					
Street Address				Suite #	
City		State		ZIP	
Phone		E-mail Address			
Fax					
Billing Contact Information					
Billing Contact Name					
Billing Department					
Street Address				Suite #	
City		State		ZIP	
Phone		E-mail Address			
Fax					

Payment Information (Check, PO, Credit Card)					
Check Number*					
PO Number*					
Credit Card Type (Visa or MC)		Name On Card			
Card Number		Exp. Date (mm/yy)			
Security Code		Billing Zip			

* Include a signed site license agreement with your check or **original PO**.

OT SEARCH SUBSCRIPTION REGISTRATION FORM

You may use IP address authentication, logon name/password authentication or a combination of both. Read the “OT Search Access Assistance/FAQ” document included in this packet for further explanation.

Credentials	
Primary Logon Name	
Alternate Logon Name*	
Password**	

* Alternate logon name will be assigned to the account if the primary logon name is already in use. In case both are in use, we will contact the primary contact on the account for alternate credentials.

** The password must be a minimum of 6 characters, maximum of 15 characters, preferably a mix of numbers and letters.

IP Address Ranges (Limit 5)			
Range 1 - Start IP		Range 1 – End IP	
Range 2 – Start IP		Range 2 – End IP	
Range 3 – Start IP		Range 3 – End IP	
Range 4 – Start IP		Range 4 – End IP	
Range 5 – Start IP		Range 5 – End IP	

OT SEARCH SITE LICENSE AGREEMENT

IMPORTANT: READ AND SIGN THIS INSTITUTIONAL SITE LICENSE AGREEMENT AND SUBMIT WITH THE REGISTRATION FORM.

This INSTITUTIONAL SITE LICENSE AGREEMENT (the "Site License") is made between the American Occupational Therapy Association, Inc. ("AOTA") and the Institution, as named in the registration materials ("the Institution") and is made as of the date an authorized representative of the Institution completes the registration materials. It is made with reference to the following facts and circumstances:

A. AOTA wishes to offer to the Institution, and the Institution wishes to acquire from AOTA, a license to obtain access to OT Search from the Site.

IT IS AGREED as follows:

1. Definitions.

1.1 In this Site License, the following expressions shall have the following meanings:

"Authorized User" shall mean firstly an individual member of the Institution ("a Member-User"):

- a) who is employed or engaged under contract at the Institution (whether on a temporary, permanent or visiting basis) or who is studying at the Institution whether at the Site or off site; and
- b) whom the Institution wishes to authorize to have access to OT Search; and
- c) who can access OT Search onsite from a computer or terminal on the Institution's Secure Network or offsite via a remote connection to a valid IP address on the Institution's Secure Network or via a proxy server whose IP address range will have been entered in the registration materials and which must only be accessible by Authorized Users.

and secondly an individual who is not a member of the Institution (" a Walk-in User") but:

- d) who is allowed to use the Institution's library facilities on an ad hoc basis; and
- e) whom the Institution wishes to authorize to have access to OT Search; and
- f) who can access OT Search onsite from a computer or terminal in the library which has a valid domain name or IP address and is connected to the Institution's Secure Network.
- g) who has been notified by the Institution of the restrictions on use contained in Clauses 5.2 and 5.3.

"Intellectual Property" shall mean copyright, database right, patents, design rights, and trademarks whether registered or unregistered; semi-conductor topography rights and all other industrial commercial or intellectual property rights existing in any jurisdiction and all rights to apply for the same.

The "OT Search" shall mean the data available electronically online which the Institution is able to access on the terms and conditions of this Site License.

"Material" shall mean any abstract, article, index, advertising or other material contained in OT Search and accessed online.

OT SEARCH SITE LICENSE AGREEMENT (CONT.)

"Network" shall mean any electronic communication between two or more computer terminals linked together through computer software and/or telecommunication satellite, cable or broadcasting services, or through any other medium.

"Portable Document File" shall mean a downloadable or accessible electronic document file requiring software to unencrypt or read the document such as is popularly employed using the ADOBE Acrobat[®] software system and "PDF" files. Systems having equivalent capabilities shall be included in this definition.

"Prohibited Use" shall mean any use for the purposes of inter-library loan, for the creation of derivative works (including course packs), or for any form of commercial exploitation.

"Secure" with regard to the server or Network from which access to Authorized Users is to be given shall mean only a server or Network or Networks over which the Institution can exercise reasonable control so as to comply with the terms of this Site License. A cache server or other server or Network which can be accessed by unauthorized users is not Secure for these purposes.

"Site" shall mean the geographical site (or sites) nominated in the registration materials by the Institution from which Authorized Users can access OT Search onsite from a computer or terminal on the Institution's Secure Network located at the Site and via which Member Users can additionally access OT Search offsite using a remote connection to a valid IP address on the Institutions Secure Network located at the Site. If the Institution occupies more than one geographical site (for example, if the Institution is a multi-campus University) the Institution must purchase an additional site license for each geographical location from which it wishes to provide access to OT Search.

"Site License" shall mean this Site License and the registration materials.

2. Acknowledgment of the Institution.

By completing the registration materials, signing and sending them to AOTA, the Institution acknowledges that it has read and agrees to be bound by the terms of this Site License as currently in effect and as amended from time to time. The Institution acknowledges that, in providing electronic access to OT Search for the Institution and any Authorized User, AOTA has relied upon the Institution's agreement to be bound by the terms of this Site License.

OT SEARCH SITE LICENSE AGREEMENT (CONT.)

3. The Institution's Obligations.

The Institution agrees to carry out the following obligations:

3.1 Registration Materials.

The Institution will insert in the registration materials:

- 3.1.1 a list of valid IP addresses for Authorized Users who will access Material from or via the Secure Network or Secure server at the Site. (For the avoidance of doubt the IP address of a cache or other server (or Network) which is publicly accessible is not a valid IP address); and
- 3.1.2 a list of IP addresses (if any) which are not to be permitted access to OT Search;
- 3.1.3 a logon name and password which it will keep confidential and use to gain future access to the registration materials

The Institution will amend the registration materials promptly and in any event within 7 days following any additions, deletions or other alterations to the domain name or lists of valid IP addresses and excluded IP addresses.

3.2 Software Obligations.

The Institution will obtain at its cost all telecommunications and other equipment and software (including an Internet browser and Portable Document File reader) together with all relevant software licenses necessary to access OT Search from the Site;

Access, Passwords, and Security.

The Institution will be responsible for the confidentiality and use of its password(s). The Institution will use all reasonable efforts to ensure that only Authorized Users are permitted access to OT Search. The Institution further agrees to take all reasonable steps to ensure that all Authorized Users abide by the provisions of Clauses 5.2 and 5.3 of this Site License. The Institution will be responsible for all use of its password(s). The Institution agrees so soon as practicable to notify AOTA if it becomes aware of any of the following: (a) any loss or theft of the Institution's password(s); (b) any unauthorized use of any of the Institution's password(s), or of the Site License or OT Search; or (c) any breach by an Authorized User of the terms of this Site License. Upon becoming aware of any breach of the terms of this Site License by an Authorized User, the Institution further agrees so soon as practicable to initiate disciplinary procedures in accordance with the Institutions standard practice.

3.3 Notification of AOTA.

So soon as practicable on becoming aware of any claim by any third party that the Material infringes an Intellectual Property or proprietary right of any third party, the Institution shall notify AOTA of such claim.

OT SEARCH SITE LICENSE AGREEMENT (CONT.)

4. AOTA's Obligations.

AOTA agrees to:

- 4.1 use all reasonable endeavors to ensure that its server or servers have sufficient capacity, band width, and rate of connectivity to provide the Institution with a quality of service comparable with current standards in the World Wide Web online information provision industry;
- 4.2 provide to the Institution and/or Authorized Users all information necessary to access OT Search online; and
- 4.3 use all reasonable endeavors to restore access to OT Search so soon as possible in the event of an interruption or suspension of the service.

5. Term and Grant of Site License.

- 5.1 This Site License will come into effect for a bona fide Institutional subscriber on completion of the registration materials and will continue (subject always to the provisions for earlier termination hereafter contained) for so long as the Institution has a current Institutional Subscription for OT Search at a subscription rate which includes online access to it.
- 5.2 Under the terms of this Site License, each Authorized User is granted the non-exclusive right to download, display, view and print off single copies of each item of the Material for such Authorized User's personal non-commercial use in the course of the Institution's business only. The aforesaid rights are to be exercised only at the Site or remotely by logging on to a Secure Network.
- 5.3 Save only for the purposes specified in Clause 5.2 above, Authorized Users may not use, store transiently or permanently on any medium, modify, transfer, transmit, reproduce, redistribute, retransmit, disseminate, sell, loan to any third party, publish, republish, broadcast, circulate or otherwise exploit or use for any Prohibited Use or any unlawful purpose, the whole or any part of any article or abstract or index constituting the Material by any means. The Institution agrees to comply with reasonable written requests by AOTA to protect AOTA's contractual, statutory and common law rights in OT Search.
- 5.4 For the avoidance of doubt, (unless they continue to qualify as Walk-in Users under clause 1.1(d) to (g)) Member-Users will automatically cease to be Authorized Users immediately upon ceasing to be members of the Institution.

6. Proprietary Information.

Nothing contained in this Site License or the registration materials gives the Institution or any Authorized User any rights in the Intellectual Property or confidential information of AOTA and/or its licensors in the Material published or otherwise made available through OT Search.

OT SEARCH SITE LICENSE AGREEMENT (CONT.)

7. WARRANTY.

OT SEARCH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. AOTA GIVES NO WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO REPRESENTATION THAT:

- 7.1 OT SEARCH WILL BE OF SATISFACTORY QUALITY, SUITABLE FOR ANY PARTICULAR PURPOSE OR FOR ANY PARTICULAR USE UNDER SPECIFIED CONDITIONS, NOTWITHSTANDING THAT SUCH PURPOSE, USE, OR CONDITIONS MAY BE KNOWN TO AOTA; OR
- 7.2 THAT THE ONLINE SERVICE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION OR THAT ANY ERRORS WILL BE CORRECTED; OR
- 7.3 THAT THE MATERIAL PUBLISHED IN OT SEARCH OR OTHERWISE ACCESSIBLE THROUGH THE ONLINE SERVICE IS EITHER COMPLETE OR ACCURATE.

8. LIMITATION OF LIABILITY.

- 8.1 IN NO CIRCUMSTANCES WILL AOTA BE LIABLE TO THE INSTITUTION OR ANY THIRD PARTY FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH AOTA DOES NOT HAVE DIRECT CONTROL, INCLUDING BUT NOT LIMITED TO FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, WEATHER, EARTHQUAKES, AND STRIKES OR OTHER LABOR PROBLEMS.
- 8.2 IN NO CIRCUMSTANCES WILL AOTA BE LIABLE TO THE INSTITUTION OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR CORRUPTION OF DATA, LOSS OF PROGRAMS, LOSS OF BUSINESS OR GOODWILL, OR OTHER DAMAGES OR LOSSES OF ANY NATURE ARISING OUT OF THE USE, OR INABILITY TO USE OT SEARCH INCLUDING WITHOUT LIMITATION LOSSES ARISING FROM ANY ERRORS, OMISSIONS OR OTHER INACCURACIES IN OR CORRUPTION CAUSED WHETHER BY TRANSMISSION PROCESSING OR OTHERWISE TO THE MATERIAL PUBLISHED IN OT SEARCH OR OTHERWISE MADE ACCESSIBLE THROUGH THE JOURNAL(S), EVEN IF AOTA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.
- 8.3 THE INSTITUTION AGREES THAT THE ENTIRE LIABILITY OF AOTA TO THE INSTITUTION OR AUTHORISED USERS ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT, BY STATUTE OR OTHERWISE) IN ANY WAY CONNECTED WITH THE USE OR INABILITY TO USE OT SEARCH SHALL BE THE REFUND OF ANY FEE PAID TO AOTA FOR ELECTRONIC ACCESS.

OT SEARCH SITE LICENSE AGREEMENT (CONT.)

9. Indemnification.

The Institution agrees to defend, indemnify and hold AOTA harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to attorneys' fees) arising from (i) any unauthorized use or dissemination of OT Search, and (ii) any violation of this Site License or of any third-party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of this Site License.

10. Termination

Either party may terminate this Site License forthwith by serving written notice on the other in the event that the other party commits a material breach of this Agreement and in the case of a breach capable of remedy fails to remedy the same within 30 days of a request so to do.

11. AOTA's Ability to Modify the Terms of Service and to Withdraw Access

AOTA reserves the right in relation to OT Search at any time to cease electronic production and publication and/or to withdraw the Institution's electronic access, or any portion of it, in its sole discretion, without notice and without limitation, for any reason whatever, including but not limited to the unauthorized use of the Institution's password(s), or any other breach of this Site License. In the event of a termination by AOTA, AOTA shall have no liability to the Institution or any Authorized User, provided, however, that if the termination is without cause or if the Authorized User terminates on account of AOTA's breach AOTA will refund the pro rata portion of any online access fee which may have been paid by the Institution for the balance the subscription period outstanding at the date of such termination.

12. Governing Law and Jurisdiction.

This Site License shall be governed and construed in accordance with United States law

13. Miscellaneous.

Entire Agreement. This Site License and the registration materials constitute the entire agreement between the Institution and AOTA and supersede all prior agreements and understandings between the Institution and AOTA. In making this Agreement, the parties warrant that they did not rely on any representations or statements other than those contained in this Agreement. This Site License may only be modified in writing; provided, however, that if AOTA sends the Institution notice by e-mail, placed on the Site, or conveyed to the Institution by other means, via e-mail or otherwise, of a modification, the Institution's use of the Site after receiving such notice will indicate the Institution's acceptance of the modification. The Institution further certifies that its fully understands the terms of this Site License and has entered into it voluntarily.

I, the undersigned Representative for the Institute, acknowledge that I have read and understood the provisions of this Agreement.

Primary Account Holder Name	
Primary Account Holder Title	
Signature	
Date	

OT SEARCH ACCESS ASSISTANCE/FAQ

As an institutional subscriber, you can set up your online access to authenticate using an IP address or range of addresses, a logon name and password or both. **Be sure to select and enter at least one of these options on your application or your account cannot be activated.**

LOGON NAME/PASSWORD AUTHENTICATION

You may wish to access your subscription via a logon name and password only. You then have to distribute the assigned logon name and password to each individual that wishes to access OT Search. Please note that all logon names in our system must be unique. This is why we ask you to provide an alternate logon name on the application. Should another subscriber be using the first logon name you selected on your application, we will attempt to use your alternate logon name. If that were also to be in use, we will contact you via e-mail. This is why it is important to provide us with a contact e-mail address.

IP ADDRESS AUTHENTICATION

All public networks and domains are identified on the Internet by a range of IP addresses. Every computer connected to a public network has an assigned address within the IP address range assigned to that entity. If you provide us the IP address range that uniquely identifies your institute, your access to OT Search can be authenticated by checking the IP address of the computer being used. In other words, there is no need for individual library users to know a logon name and password. Access will be immediate for any user using a computer inside your network and they will not be asked to logon. The IP addresses you enter must be registered to your institution and not to a proxy server (see below). Your IT Department should be able to supply you with the IP addresses of the computers in your institution and confirm whether or not a proxy server is in use. AOTA will not provide support for internal networking issues. These must be resolved by your IT department.

HYBRID AUTHENTICATION

You may elect to have both logon name/password and IP address authentication. If so, when a user attempts to access the service, the IP address of their computer is checked to see if it falls within the range. If it does, access is immediate. If it does not, they are requested to provide a logon name and password

WHAT IS A PROXY SERVER?

Some institutions gain access to the Internet via a server which is not on their site. These servers are known as "proxy servers". If your institution uses a proxy server you will need to by-pass it in order to get access to OT Search. There are some exceptions. If the proxy server has been set up to service your institution or department only, you may be able to get access to OT Search without by passing it.

Your IT Department should be able to tell you whether your institution uses a proxy server and, if so, how to bypass it. AOTA will not provide support for internal networking issues. These must be resolved by your IT department.